ACCEPTABLE USE POLICY (AUP)

Reference: AR 25-2 (Information Assurance). A well-protected DoD/Army network enables organizations to easily handle the increasing dependence on the Internet. For a DoD/Army organization to be successful, it needs to integrate information that is secure from all aspects of the organization. The purpose of this policy is to outline the acceptable use of computer equipment within a DoD/Army organization. These rules are in place to protect the employee and the organization. Inappropriate use exposes DoD/Army units to risks including attacks, compromise of network systems and services, and legal issues. This policy applies to all employees, contractors, consultants, temporary employees, and other workers assigned to the DoD/Army organizations.

1.   **Understanding.** I understand that I have the primary responsibility to safeguard the information contained in the Secret Internet Protocol Router Network (SIPRNET) and/or Non-secure Internet Protocol Router Network (NIPRNET) from unauthorized or inadvertent use, modification, disclosure, destruction, and denial or service.

2.   **Access.** Access to this network is for official use and authorized purposes and as set forth in DOD Directives 5500.7-R (Joint Ethics Regulation) AR 25-2 (Information Assurance) and Army network policy and accreditation.

3.   **Revocability.** Access to Army Information Systems resources is a revocable privilege and is subject to content monitoring and security testing.

4**.   Classified information processing.** SIPRNET is the primary classified Information System (IS) for Army units. SIPRNET is a classified only system and approved to process SECRET collateral information as SECRET and with SECRET handling instructions.

   a.   The SIPRNET provides classified communication to external DoD agencies and other U.S. Government agencies via electronic mail.

   b.   The SIPRNET is authorized for SECRET level processing in accordance with accredited SIPRNET Approval to Operate (ATO).

   c.   The classification boundary between SIPRNET and NIPRNET requires vigilance and attention by all users.

   d.   The ultimate responsibility for ensuring the protection of information lies with the user. The release of TOP SECRET information through the SIPRNET is a security violation and will be investigated and handled as a security violation or as a criminal offense.

5.   **Unclassified information processing.** The NIPRNET is the primary unclassified information system for Army units. NIPRNET provides unclassified communication to external DoD and other United States Government organizations. Primarily, this is done via electronic mail and Internet networking protocols such as Web Access, Virtual Private Network, and Terminal Server Access Controller System (TSACS).

   a. NIPRNET is approved to process UNCLASSIFIED, SENSITIVE information in accordance with AR 25-2 and local automated information system security management policies. A Designated Approval Authority (DAA) has accredited this network for processing this type of information.

b. The NIPRNET and the Internet, for the purpose of the AUP, are synonymous. E-mail and attachments are vulnerable to interception as they traverse the NIPRNET and Internet, as well as all inbound/outbound data, external threats (e.g. worms, denial of service, hacker) and internal threats.

c. Public Key Infrastructure (PKI) Use:

(1) Public Key Infrastructure provides a secure computing environment utilizing encryption algorithms (Public/Private-Keys).

(2) Token/Smart Card (or CAC). The Cryptographic Common Access Card Logon (CCL) is now the primary access control mechanism for all Army users (with very few exceptions). This is a two phase authentication process. First, the CAC is inserted into a middleware (reader), and then a unique user PIN number provides the validation process.

(3) Digital Certificates (Private/Public Key). CAC is used as a means to sending digitally signed e-mail and encrypted e-mail.

(4) Private Key (digital signature), as a general rule, should be used whenever e-mail is considered "Official Business" and contains sensitive information (such as operational requirements). The digital signature provides assurances that the integrity of the message has remained intact in transit, and provides for the non-repudiation of the message that the sender cannot later deny having originated the e-mail.

(5) Public Key is used to encrypt information and verify the origin of the sender of an email. Encrypted mail should be the exception, and not the rule. It should only be used to send sensitive information, information protected by the Privacy Act of 1974, and Information protected under the Health Insurance Portability and Accountability Act (HIPAA).

(6) Secure Socket Layer (SSL) technology should be used to secure a web based transaction. DoD/Army Private (Intranet) web servers should be protected by using this technology IAW DoD/Army PKI implementation guidance.

6. **User Minimum-security rules and requirements.** As a SIPRNET and/or NIPRNET system user, the following minimum-security rules and requirements apply:

a. I understand personnel are not permitted access to SIPRNET or NIPRNET unless they have met the appropriate DOD and Army personnel security requirements for accessing the system.

b. I have completed the required security awareness-training (Annual AT Awareness Training Level I or Computer Security for Users) and provided proof of completion to my IASO. IAW AR 25-2, prior to receiving network/system access, I will participate in all DoD/Army sponsored Security Awareness Training and Certification programs inclusive of threat identification, physical security, acceptable use policies, malicious content and logic identification, and non-standard threats such as social engineering. I understand that my initial training certificate will expire one year from the date that I successfully complete training and that I will be required to complete annual refresher training (IAW AR 25-2). I understand that my account will be disabled if I do not complete the annual certification training by the anniversary date.

c. I will protect my logon credentials (passwords or pass-phrases). Passwords will consist of at least 10 characters with 2 each of uppercase and lowercase letters, numbers, and special characters. I am the only authorized user of my account. I will not use my user ID, common names, birthdays, phone numbers, military acronyms, call signs or dictionary words as passwords or pass-phrases. IAW AR 25-2, Chapter 4, Section IV, Para 4-12, passwords should be changed at least every 90 days to 150 days.

d. When I use my CAC to logon to the network, I will ensure it is removed and I am logged off prior to leaving the computer.

e. I will use only authorized hardware and software on the DoD/Army networks to include wireless technology. I will not install or use any personally owned hardware (including removable drives), software, shareware, or public domain software.

f. To protect the systems against viruses or spamming, I will use virus-checking procedures before uploading or accessing information from any system, diskette, attachment, compact disk, thumb storage device, or other storage media.

g. I will not attempt to access or process data exceeding the authorized IS classified level.

h. I will not alter, change, configure, or use operating systems, programs, or information systems except as specifically authorized.

i. I will not introduce executable code (such as, but not limited to, .exe, .com, .vbs, or .bat files) without authorization, nor will I write malicious code.

j. I will safeguard and mark with the appropriate classification level all information created, copied, stored, or disseminated from the IS and will not disseminate it to anyone without a specific need to know.

k. I will not utilize Army or DOD provided IS for commercial financial gain or illegal activities.

l. Maintenance will be performed by the System Administrator (SA) only.

m. I will immediately report any suspicious output, files, shortcuts, or system problems to the SA and/or the Information Assurance Security Officer (IASO) and cease all activities on the system.

n. I will address any questions regarding policy, responsibilities, and duties to my IASO and/or the Network Enterprise Center (NEC) Information Assurance Manager (IAM).

o. I understand that each Information System (IS) is the property of the Army and is provided to me for official and authorized use.

p. I understand that monitoring of SIPRNET and NIPRNET will be conducted for various purposes and information captured during monitoring may be used for possible adverse administrative, disciplinary or criminal actions. I understand that the following activities are prohibited uses of an Army IS:

(1) Unethical use (e.g. Spam, profanity, sexual misconduct, gaming, extortion).

(2) Accessing and showing unauthorized sites (e.g. pornography, streaming videos, E-Bay, chat rooms).

(3) Accessing and showing unauthorized services (e.g. peer-to-peer, distributed computing).

(4) Unacceptable use of e-mail includes exploiting list servers or similar group broadcast systems for purposes beyond intended scope to widely distribute unsolicited e-mail (SPAM); sending the same e-mail message repeatedly to interfere with recipient's use of e-mail; sending or broadcasting, e-mail messages of quotations, jokes, etc., to multiple addressees; and sending or broadcasting unsubstantiated virus warnings (e.g. mass mailing, hoaxes, auto-forwarding) from sources to anyone other than the IAM.

(5) Any use that could cause congestion, delay, degradation or disruption of service to any government system or equipment is unacceptable use (e.g., video, sound or other large files, "push" technology on the internet and other continuous data streams).

(6) Unauthorized sharing of information that is deemed proprietary or not releasable (e.g. use of keywords, phrases or data identification).

q. I understand that I may use an Army IS for limited personal communications by e-mail and brief internet searches provided they are before or after duty hours, break periods, or lunch time or IAW local policies and regulations, as long as they do not cause an adverse impact on my official duties; are of reasonable duration, and cause no adverse reflection on DOD. Unacceptable use of services or policy violations may be a basis for disciplinary actions and denial of services for any user.

r. I understand that AR 25-2 is the implementation of Federal Law and is punitive in nature. Violations of paragraphs 3–2, 3–3, 4–5, 4–6, 4–7, 4–10, 4–11, 4–12, 4–13, 4–16, 4–17, 4–18, 4–20, 4–21, 4–22, 4–23, 4–25, 4–30, 6–1, 6–2, and 6–5 of this regulation may be punishable as violations of a lawful general order under Article 92 of the Uniform Code of Military Justice (UCMJ) or under other disciplinary, administrative, or contractual actions as applicable. **Personnel not subject to UCMJ who fail to comply with these requirements may be subject to disciplinary, administrative, or prosecutorial actions.**

7. By signing this document, I acknowledge and consent that when I access Department of Defense (DOD) information systems:

a. I am accessing a U.S. Government (USG) information system (IS) (which includes any device attached to this information system) that is provided for U.S. Government authorized use only.

b. I consent to the following conditions:

(1) The U.S. Government routinely intercepts and monitors communications on this information system for purposes including, but not limited to, penetration testing, communications security (COMSEC) monitoring, network operations and defense, personnel misconduct, law enforcement (LE), and counterintelligence (CI) investigations.

(2) At any time, the U.S. Government may inspect and seize data stored on this information system.

(3) Communications using data stored on U.S. Government information systems are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.

(4) This information systems includes security measures (e.g., authentication and access controls) to protect U.S. Government interests; not for my personal benefit or privacy.

(5) Notwithstanding the above, using an information system does not constitute consent to personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:

(a) Nothing in this User Agreement shall be interpreted to limit the user's consent to, or in any other way restrict or affect any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.

(b) The user consents to interception/capture and seizure of all communications and data for any authorized purpose (including personnel misconduct, law enforcement, or counter-intelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies

(c) Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an IS, if the user intends to rely on the protections of a privilege or confidentiality.

(d) Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user's identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.

(e) A user's failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under established legal standards and DoD policy. However, in such cases, the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

(f) These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.

c. In cases when the user has consented to content searching or monitoring of   communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching (i.e., for all communications and data other than privileged communications or data that are related to personal

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representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.

e.   All of the above conditions apply regardless of whether the access or use of an information system includes the display of a Notice and Consent Banner. When a banner is used, the banner functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail or provide a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.

_____   _____

Directorate/Division/Branch   Date

_____   _____

Last Name, First, MI (print)   Rank/Grade

_____   _____

Signature   Area Code and Phone Number

ADDENDUM ITEMS

Items 8, 9, 10, 11 and 12 require individual signatures. These items are applicable to those individuals using such services/devices/access.

8. Remote access. Remote access will be via terminal server access controller system (TSACS), virtual private network (VPN), or outlook web access (OWA). Government owned hardware and software will be used. The employee is the only individual authorized to use this equipment. Access will be as authorized by the supervisor. Requirements as indicated throughout this AUP are applicable for access to USG resources.

_____ (Signature/Date)

9. Blackberry devices.

   a. I will be held responsible for damage caused to a Government system or data through negligence or a willful act.

   b. I am not authorized and will not use Bluetooth technology with Blackberry devices except for the authorized CAC sled found on the Army approved two way wireless email device listing.

   c. I will not operate a wireless device in areas where classified information is electronically stored or processed.

   d. I will ensure the Blackberry handheld device is cradled or synced at least once every 30 days to the Blackberry Enterprise Server (BES) to receive updated keys and/or software updates.

   e. I understand that all charges incurred in excess of the normal monthly service charge will be the responsibility of the Blackberry user. Charges will be incurred for the following misuses of the device: exceeding allocated minutes per month, use of text messaging, downloading of any services, ring tones, games, etc.; neglect or abusive damage to the device or accessory.

   f.   I have completed wireless training at http://iase.disa.mil/eta/pedrm/pedrm/index.htm.

_____ (Signature/Date)

10. SMS on Blackberry\Wireless devices

   I am aware of the following risks when utilizing the SMS service:

      (1) Messages are not encrypted and copies are stored in memory on the phone and in the wireless carrier database. Sensitive information should not be sent via SMS/Text/Messages/Multimedia Messaging Service (MMS).

      (2) URL to hacker web sites can be sent to a SMS/Text Message/MMS. If a user connects to the URL, malware could be downloaded on the phone.

      (3) Executable files (including malware) can be embedded in SMS/Text Message/MMS.

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(4) Photos sent via SMS/Text Messages/MMS can have URLs to hacker web sites embedded in the photo. When the photo is view the phone will connect to web site of the embedded we b site.

(5) Photos sent via SMS/Text Messages/MMS can have executable files (including malware) embedded in the photo. When the photo is viewed the phone will execute the file.

_____ (Signature/Date)

11. "Road Warrior" Laptop Security. Users of mobile computing devices (laptops, portable notebooks, tablet-PCs, and similar systems) are tasked with the physical security of these mobile devices while administrators must protect the IS from compromise when used as a standalone system or when remotely connected. I have read and understand the BBP, "Road Warrior" Laptop Security (found on the https://informationassurance.us.army.mil website.

_____ (Signature/Date)

12. Data at Rest. ALARACT 134/2008 has tasked all subordinate Commands with the requirement to implement of one of three Data at Rest (DAR) encryption solutions, which are Microsoft BitLocker, Mobile Armor or Microsoft Encrypting File System (EFS). **This includes all Mobile computing devices (e.g. laptops, PDAs and Blackberry devices), and all desktop systems with the enabled capability to write to CDs or host USB mobile storage devices.**

Unlike BitLocker or Mobile Armor, EFS requires affirmative action on behalf of the end user to ensure important data is encrypted and properly stored. All sensitive information must be stored in the encrypted file directory to be properly protected. **Individuals who do not take the proper steps to protect sensitive data are subject to administrative, disciplinary, and/or criminal penalties.**

If I am using EFS I understand that I have the following responsibilities:

a. Ensure all compliance with this DAR Policy when using Mobile Computing Devices (MCDs).
b. Ensure files and folders that contain sensitive information are placed into an EFS folder when stored on any form of media to include MCDs and Desktops.
c. Ensure the "My Documents" folder is not encrypted.
d. Ensure domain login based encryption recovery keys (password or non-password protected) are not stored on desktops or MCDs that are used to process or store sensitive information.
e. Ensure encrypted files are not forwarded, saved, or copied to a network share or MCD that is not formatted for NTFS, as it will result in a loss of encryption.
f. When transporting files to another device, ensure the encryption key is imported to the designated desktop or MCD prior to transporting encrypted files. Once a file is encrypted, the user will not be able to access the NTFS files from another device unless the encryption key is imported to the device.

Should you not feel confident that you understand how to properly use EFS, it is your responsibility to contact your local IAM/IASO for further guidance.

_____ (Signature/Date)

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